

200 GARFIELD STREET NEWINGTON, CONNECTICUT 06111

MAYOR BETH DELBUONO

NEWINGTON TOWN COUNCIL REGULAR MEETING AGENDA

Town Council Chamber, Room 103 – Town Hall 200 Garfield Street

Tuesday, March 8, 2022, 7:00 P.M.

This Regular Town Council Meeting to begin at the conclusion of the Public Hearing, but no earlier than 7:00 P.M.

This meeting will be presented as a Zoom Webinar/Hybrid Meeting. Information on how to attend will be posted on the website at https://www.newingtonct.gov/virtualmeetingschedule

- 1. PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- **3.** APPROVAL OF AGENDA
- **4.** PUBLIC PARTICIPATION IN GENERAL (**Via Zoom Application or Phone**) (3 MINUTE TIME LIMIT PER SPEAKER ON ITEMS IN GENERAL)
 - **A.** Public Comments
 - B. Email Correspondence
- 5. REMARKS BY COUNCILORS ON PUBLIC PARTICIPATION
- **6.** CONSIDERATION OF OLD BUSINESS
 - **A.** Health Update COVID-19
 - **B.** 150th Anniversary Steering Committee Report
 - C. Ordinance Amendment, Chapter 121, Voting Districts
 - D. Firehouse Subs Public Safety Foundation Grant Award
 - E. Draft Job Description Deputy Assessor (A-7)
 - F. Equipment Sharing Agreement-Multi-Town Equipment Cooperative
 - G. Municipal Solid Waste Disposal Services RFP
- 7. RESIGNATIONS/APPOINTMENTS (Action May Be Taken)
 - A. Resignation Vehicle Appeals Board
 - **B.** Resignation Central Connecticut Health District (CCHD)
- **8.** REFUNDS (Action Requested)
 - A. Approval of March 8, 2022 Refunds for an Overpayment of Taxes
- **9.** MINUTES OF PREVIOUS MEETINGS
 - **A.** February 22, 2022 Regular Meeting Minutes
- 10. NEW BUSINESS (Action May Be Taken by Waiving the Rules)
 - A. Discussion Permanent Municipal Building Commission Creation
 - B. Additional Appropriation for Camp Avenue Milling & Paving
 - C. 2022 JAG Local VCP Grant Award

- D. Discussion Canceling of April 12, 2022 Regular Meeting
- E. Overview of Budget and Budget Procedures
- F. Department Budget Review:
 - 1. General Government
 - Town Council, Town Manager, Courts, Elections, Finance, Town Attorney, Town Clerk/Records Administration, Personnel, General Services, Facilities Management, Information Technology
 - 2. Public Safety
 - Fire, Police, Street Lighting, Emergency) Management, EMS, Hydrants
 - 3. Public Works
 - Engineering, Highway, Solid Waste
 - 4. Community Development & Improvements
 - Town Planner, TPZ, ZBA, Building Department, Conservation Commission, Economic Development Commission
- 11. WRITTEN/ORAL COMMUNICATIONS FROM THE TOWN MANAGER
- 12. COUNCIL LIAISON/COMMITTEE REPORTS
- **13.** PUBLIC PARTICIPATION IN GENERAL (**Via Zoom Application or Phone**) (3 MINUTE TIME LIMIT PER SPEAKER ON ITEMS IN GENERAL)
- 14. REMARKS BY COUNCILORS
- **15.** INFORMATIONAL ITEMS
- **16.** ADJOURNMENT



200 GARFIELD STREET NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council

From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)

Date: March 2, 2022

Re: Health Update – COVID-19

Keith Chapman, Town Manager, will update the Town Council on the status of the COVID-19 virus and the actions being taken within the municipality.

Phone: (860) 665-8510 Fax: (860) 665-8507 townmanager@newingtonct.gov www.newingtonct.gov



200 GARFIELD STREET NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council

From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)

Date: March 2, 2022

Re: 150th Anniversary Steering Committee Report

Eileen Francolino, Chairperson of the 150th Anniversary Steering Committee will be present to update the Town Council on the events taking place for the Town-wide Anniversary Celebration. This is a continuing update, during the first Regular meeting of each month, to keep the public and the Town Council informed of events and programs going forward.



200 GARFIELD STREET NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council

From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)

Date: March 3, 2022

Re: Ordinance Amendment, Chapter 121, Voting Districts

The Registrar of Voters office presented several proposals to revise the local voting districts during the last few meetings. Based on the data, the Town of Newington will now have only to (2) House Districts (20th & 27th), Senate District #9 and will remain in Congressional District #1.

The Town Council, during the February 22, 2022 Regular meeting, scheduled a Public Hearing for March 7, 2022 at 7:00 PM, to receive comments prior to taking any action on the proposed ordinance. The Newington Town Charter, section C-207, requires that the Town Council determine the number of districts and geographical boundaries, by ordinance.

Based on any public comments received during the Public Hearing or Council discussion, the Town Council could move to adopt the proposed districts as presented.

A Resolution, for adoption of the Ordinance language will be included with the March 8, 2022 meeting packet for your consideration.

If approved, the new voting district lines would be effective upon adoption by the Town Council, per CGS §9-169b, in contrast to our required notification of passage for ordinances of 15 days.

Attachments:

• Resolution for Adoption of Ordinance Amending, Chapter 121, Voting Districts

Phone: (860) 665-8510 Fax: (860) 665-8507 townmanager@newingtonct.gov www.newingtonct.gov

AGENDA ITEM: <u>6.C</u>	
DATE: <u>3/8/2022</u>	
RESOLUTION NO. 2022-	

RESOLVED:

The Newington Town Council hereby approves the amendment to Newington Code of Ordinances, Chapter 121, Voting Districts, as recommended by the Registrars of Voters, a copy of the ordinance and Voting Districts Map shall be attached to this resolution. The approved districts shall be effective March 9, 2022, per CGS §9-169b.

MOTION BY: _______
SECONDED BY: ______
VOTE: _____

ORDINANCE #2123-01

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NEWINGTON THAT:

Chapter 121, Voting Districts of the Newington Code of Ordinances is hereby amended:

Chapter 121 Voting Districts

§ 121-1 Districts established.

The Town shall be divided into seven voting districts, the boundaries of which shall be as shown on the map entitled "2022 Town of Newington Voting Districts," which is appended hereto.

§ 121-2 Polling places.

Polling places for the various voting districts will be at the following locations:

District #1 - Mortensen Community Center

District #2 - Ruth Chaffee Elementary School

District #3 - Anna Reynolds Middle School

District #4 - Elizabeth Green Elementary School

District #5 - John Patterson Elementary School

District #6 - John Wallace Middle School

District #7 - Martin Kellogg Middle School

Attachments:

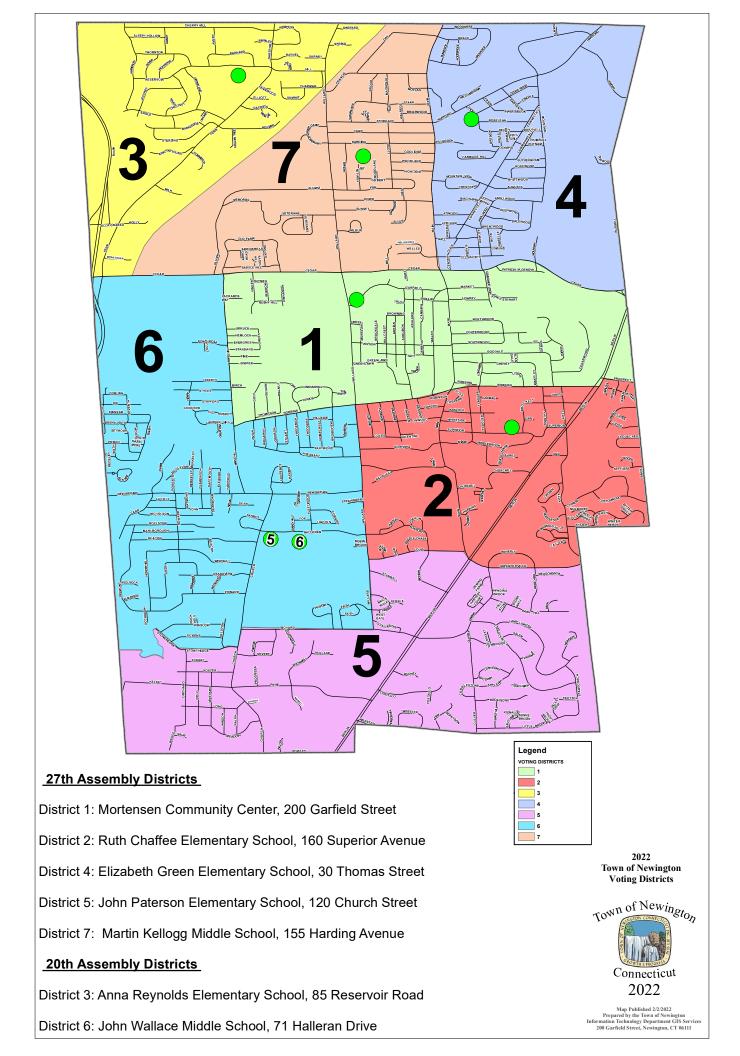
121a Voting Districts

A copy of the approved ordinance is available in the Town Clerk's Office, 200 Garfield Street, Newington, CT.

Dated at Newington, CT this 1st day of March, 2022

Attest: James E. Krupienski, CCTC

Newington Town Clerk





200 GARFIELD STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council

From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)

Date: March 2, 2022

Re: Firehouse Subs Public Safety Foundation Grant Award

The Newington Volunteer Fire Department, with the assistance of Sonya Richmond, the grant writer for the Town, has been awarded a Firehouse Subs Grant in the amount of \$47,155.00. These funds will be utilized for extrication tools for the department consisting of a Hurst Cutter, Combi Tool, Ram, Strong Arm Kit & Accessories.

Representatives from the Firehouse Subs Public Safety Foundation and the Volunteer Fire Department will be available at the meeting when the Town accepts the grant award.

A Resolution to accept the awarded Grant as outlined above, has been included for your consideration.

Attachment:

• Resolution – Acceptance of the Firehouse Subs Public Safety Foundation Grant Award

Phone: (860) 665-8510 Fax: (860) 665-8507 townmanager@newingtonct.gov www.newingtonct.gov

AGENDA ITEM: <u>6.D</u>		
DATE: <u>3/8/2022</u>		
RESOLUTION NO. 2022-		

RESOLVED:

The Newington Town Council hereby authorizes the Town Manager, or his designee, to accept the Firehouse Subs Public Safety Foundation Grant award for the Newington Volunteer Fire Department, in the amount for \$47,155.00 for a Hurst Cutter, Combi Tool, Ram, Strong Arm Kit & Accessories. A copy of the executed grant shall be attached to this resolution.

MOTION BY: _______
SECONDED BY: ______
VOTE: _____



200 Garfield Street Newington, Connecticut 06111

OFFICE OF THE TOWN MANAGER

James E. Krupienski CCTC Town Clerk

To: Newington Town Council

From: James E. Krupienski, Town Clerk (on behalf of Keith Chapman, Town Manager)

Date: March 2, 2022

Re: Job Description – Deputy Assessor (A-7)

The Draft Job description for the Deputy Assessor (A-7), was presented for Town Council review during the February 22, 2022 Regular meeting. This job description is revised from the previously approved Job Description included within the Classification and Pay Plan.

A Resolution has been included as part the packet for your adoption this evening.

Attachments:

• Job Description – Deputy Assessor (A-7)

Phone: (860) 665-8545 Fax: (860) 665-8551 townclerk@newingtonct.gov www.newingtonct.gov

	DATE: <u>3/8/2022</u>
	RESOLUTION NO. 2022-
RESOLVED:	
The Newington Town Council hereby a	approves the amendment to the "Classification and
Pay Plan" by approving a revised job/position	description for the Deputy Assessor (A-7)
position, as recommended by Keith Chapman	, Town Manager, in his capacity as Personnel
Director.	
MOTION BY:	
SECONDED BY:	
VOTE:	

AGENDA ITEM: <u>6.E</u>

TITLE: Deputy Assessor GRADE: A-7

DEPARTMENT: Finance COUNCIL ADOPTED: March 8, 2022

POSITION DESCRIPTION

Under the general administrative supervision and direction of the Town Assessor, this position will be responsible for technical, clerical and supervisory duties. Most duties require independent judgment as well as thorough knowledge and compliance with the appropriate laws of the State of Connecticut. This position oversees other professional staff.

ESSENTIAL JOB FUNCTIONS

- Assumes responsibility of the office in the absence of the Assessor.
- Assists clerical/technical staff with assessment administration issues, acts as the office manager.
- Plans and organizes day to day activities with the Assessor.
- Maintains updated information concerning real estate, personal property & motor vehicle Grand List.
- Responsible for assessing the valuation of all residential real estate property, including inspections and appraisals of new buildings, additions and improvements according to recognized appraisal standards.
- Responsible for the initial valuation of all registered motor vehicles in the Town by pricing all unpriced vehicles as received bi-annually by the Connecticut Department of Motor Vehicles.
- Responsible for the maintenance and application of all personal exemptions of real estate and motor vehicle assessments.
- Assists members of the public in applying for tax exemptions and enters tax exemption information into assessment information systems.
- Responsible for the coordination of state and local Elderly Tax Relief programs, which provides tax relief to eligible low-income elderly taxpayers.
- Responds to questions and concerns of the general public involving assessments and matters relating to assessing.
- Interacts closely with the Tax Collector's Office.
- Required to complete training and professional development to be current with trends.
- Assists other department and town staff as needed to promote a team effort and serve the public.

ADDITIONAL JOB FUNCTIONS

• Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of all aspects of property tax assessment practices and procedures.
- Thorough knowledge of the laws of the State of Connecticut governing property assessment.
- Strong analytical skills including the ability to analyze and interpret complex assessment data.
- Ability to use computer applications and software, including electronic spreadsheets, for analyzing assessment data.
- Ability to access and process information contained in assessment database records.
- Considerable knowledge of the principles and practices of public administration as applied to Deputy Town Assessor function.
- Ability to train, organize, supervise and evaluate work of employees consistent with the Town's quality service goals and development of cost-effective, customer-friendly service delivery.
- Ability to objectively analyze factors which may influence the value of property.
- Ability to monitor new issues, laws and techniques appropriate to Deputy Town Assessor functions and responsibilities.
- Ability to understand municipal operations and budgetary impacts.
- Knowledge of and ability to interpret and apply all current Federal, State and local laws, ordinances, departmental policies, procedure and rules and regulations governing responsibilities related to municipal government programs and operations within jurisdiction of department.
- Ability to establish and maintain effective working relationships with employees, supervisors, other agencies, the media and the general public.
- Ability to clearly express oneself orally and in writing.
- Ability to work effectively with other employees, superiors and the general public in person and via the telephone.

REQUIRED PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS

(The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

- Exposure to video display terminals on a daily basis.
- Ability to work under stress from demanding deadlines and changing priorities and conditions, and interaction with the public, specifically disgruntled or unhappy taxpayers during collection time.
- Ability to sit/remain/stand continuously for prolonged periods of time.
- Ability to hear normal sounds with some background noise and to communicate effectively.
- Ability to concentrate on fine detail with constant interruption.
- Ability to attend to task/ function for more than 60 minutes at a time.
- Ability to carry and lift documents and office equipment weighing up to 25 pounds.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging from 1' to 7' from the floor.
- Ability to see objects closely as in reading a map.
- Ability to remember multiple task/ assignments given to self and others over long periods of time.
- Ability to attend and participate in numerous night meetings during the year.
- Ability to move within Town buildings and facilities and work continuously for extended periods of time.
- Ability to distinguish between public and confidential information and handle appropriately.
- Ability to apply new information, technology and legislation applicable to departmental activities.
- Ability to work in office setting subject to continuous interruptions, background noises, heavy traffic flow and heavy work volume expectations and perform outside inspections which may include exposure to fluctuations in temperature and seasonal weather including wetness and humidity.
- Ability to get into and out of an automobile.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- The noise level in the work environment is usually quiet in the office, while moderate when in the field.

REQUIRED MINIMUM QUALIFICATIONS

The skills and knowledge required would generally be acquired with:

- Bachelor's Degree in Business Administration, Finance, Economics or a related field; and a minimum of four (4) years of experience including supervisory experience which provides a demonstrated ability to perform the functions of the position; and three years of progressively responsible property appraisal experience; or
- Combination of training and experience which provides a demonstrated ability to perform the duties of the position.

LICENSE OR CERTIFICATE:

Must possess:

- A valid Connecticut Motor Vehicle Operator's License or ability to obtain one.
- Connecticut Certified Municipal Assessor I designation, preferred CCMA II

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

I understand that nothing in this position description restricts the Town's right to assign or reassign duties and responsibilities to this job at any time. I also understand that this position description reflects the Town Administration's assignment of essential functions; it does not prescribe nor restrict the tasks that may be assigned. I further understand that this position description may be subject to change at any time due to reasonable accommodation or other reasons.

I have reviewed this document and discussed its contents with my supervisor and I fully understand the nature and purpose of this position description and its related duties.

Employee	Date
Supervisor	Date



200 GARFIELD STREET NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council

From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)

Date: March 2, 2022

Re: Interlocal Agreement – Multi-Town Equipment Cooperative

The Towns of Newington and Rocky Hill are proposing to enter into a multi-town agreement for the purchase a John Deere Tractor and an Alamo Boom Mower. The purchase would be made through the use of American Rescue Plan Act (ARPA) funds. As required under CGS §7-339c, the Town Council will need to authorize the Town Manager to execute the Agreement. Additionally, the Town Council will also be requested to approved the use of the ARPA funds, as we have previously done.

Included for your reference is a copy of the proposed Agreement.

A Resolution to authorize the Town Manager to execute the Agreement and a Resolution for use of ARPA funds has been included for your consideration this evening.

Attachment:

• Resolution - Equipment Sharing Agreement - Multi-Town Equipment Cooperative

Phone: (860) 665-8510 Fax: (860) 665-8507 townmanager@newingtonct.gov www.newingtonct.gov

EQUIPMENT SHARING AGREEMENT MULTI-TOWN EQUIPMENT COOPERATIVE

WHEREAS, General Statutes §7-148cc establishes a process wherein municipalities may develop and implement Equipment Sharing Agreements to provide shared equipment and other assets; and

WHEREAS, the exchange, furnishing or providing by one or more municipalities for joint use of certain equipment has been found to be of benefit to all participating municipalities, both in making more equipment available and in reducing the cost of such equipment use; and

WHEREAS, Rocky Hill and Newington ("the Participating Municipalities") desire to enter into an Equipment Sharing Agreement for the shared use of equipment (set forth in Schedule A to this agreement); and

WHEREAS, the purchase price of the piece of equipment shall be shared equally among the Participating Municipalities.

NOW THEREFORE, to accomplish the goal of providing necessary municipal services in an efficient manner by sharing equipment with neighboring towns, each Participating Municipality hereby adopts this Equipment Sharing Agreement ("the Agreement") according to the following terms:

- 1. <u>Title Owner:</u> Newington shall be the 'Title owner" for the initial pieces of equipment listed on Schedule A and it will be carried on its schedule of property for insurance. In the event of damage to the Equipment which results in an insurance claim, the deductible will be payable by the municipality that had use of the Equipment at the time of the accident, said use defined herein as "care, custody, and control". The insurer for the Title Owner represents and agrees that the deductible may be paid by a town other than the title owner town and that such payment shall not prevent payment of the claim. For subsequent pieces of equipment covered by this Agreement, the designated title holder shall be defined in Schedule A as amended from time to time. Each Participating Municipality agrees to cover the equipment while in its care, custody or control, for general liability coverage.
- 2. <u>Governing Committee</u>: Each Participating Municipality shall appoint the Town's chief executive officer or designee as the point of contact for this Agreement (collectively "The Committee"). The Committee shall address any concerns that come up which are not explicitly defined in the Equipment Sharing Agreement and will be the ultimate arbiter of any disagreements among towns relative to any aspect of the Agreement. The Committee will be

advised by the public works managers of each Participating Municipality relative to issues related to acquisition, use and maintenance of equipment.

- 3. <u>Liability:</u> Each Town will be responsible for any liability issues including but not limited to claims by its employees and by third parties that arise out of an event that occurs while it has care, custody and control of the Equipment.
- 4. Hold Harmless: The Participating Municipalities agree that the title owner municipality shall be held harmless from any and all claims of liability and expenses related to those claims that may arise from an occurrence when the equipment is in the possession of another Participating Municipality. As a condition to the title owner municipality agreeing to enter into this Equipment Sharing Agreement, each of the Participating Municipalities agrees to execute not later than the execution of this Agreement, a hold harmless and indemnification agreement in a form approved by the chief executive officers of each participating municipality and satisfactory to the title owner municipality. The hold harmless and indemnification agreement will include indemnification and/or attorney's fees for any "suit" in which the title owner municipality is a party, including but not limited to disputes with regard to liability and any other associated collection costs. Irrespective of any other provision to the contrary in this Equipment Sharing Agreement, the title owner municipality may withdraw from the Agreement if any of the other Participating Municipalities has failed to execute such a hold harmless and indemnification agreement by that date.
- 5. Amendments: The Agreement may be amended by vote of the legislative body of each Participating Municipality in the same manner as its adoption. The Participating Municipalities agree that additional municipalities may join this Agreement through an amendment to the Agreement as set forth in this section. The process to allow additional members to join the Agreement shall be established by the Committee and made an exhibit to the Agreement. The Participating Municipalities shall be empowered to add to or subtract from the listed equipment from time to time upon the majority vote of the Committee members without amendment to this Agreement. The title owner municipality shall notify its insurance carrier of any and all additions or subtractions. It shall be the responsibility of each Participating Municipality to properly train its operators to use the equipment subject to this Equipment Sharing Agreement.
- 6. <u>Operational Considerations:</u> The following operational considerations shall be enforced by the Participating Municipalities through their respective Committee representatives
- a. <u>Housing:</u> The equipment shall be housed in the title owner municipality unless, by vote of the Governing Committee, the decision is made to house the equipment in a different location.
- b. <u>Maintenance</u>: The town housing the equipment will be responsible for performing routine maintenance based upon the manufacturer's recommendations; keeping a log of equipment usage including town utilization, operator, hours of use and mileage; inspecting the equipment in cooperation with the municipal operator prior to and after each use by a

Participating Municipality; completing a checklist on equipment condition before and after each use by a Participating Municipality; and documenting any damage in writing. Copies of any damage reports should be sent to the Governing Committee as soon as possible after the damage occurs.

- c. <u>Insurance</u>: The equipment will be covered under the housing town's insurance policies. Any liability insurance of the municipality that is using the equipment shall be considered primary over any other collectible insurance regardless of any other insurance clauses
- d. <u>Insurance Deductible:</u> If equipment is damaged by operator negligence in any town and insurance covers repair of the damage to the equipment, any deductible on that insurance will be reimbursed to the housing town by the town responsible for the operator's performance.
- e. <u>Operating Costs:</u> The housing town will cover routine operating costs (maintenance, insurance) and will bill the other towns on a regular basis (quarterly or annually). Routine operating and maintenance costs other than fuel will be shared among the towns in an equitable manner determined by the Governing Committee. The municipality using the equipment is responsible for transporting the equipment to and from the housing facility. Fuel will be provided by the town using the equipment; each Participating Municipality agrees to take the equipment full and return it full.

The Committee shall develop an equitable method for handling operating costs and more extensive repair and replacement costs. This fee schedule for operating costs, repair and replacement costs of each piece of equipment covered by the Agreement shall be set forth in Schedule B. The housing town will periodically evaluate each piece of equipment acquired under this agreement and each year will provide the Committee with an estimate of the cost of maintenance for the coming fiscal year prior to the annual budget cycle so that each town can plan for their share of the cost in its annual budget.

- f. Operator Proficiency: Each Participating Municipality shall be responsible for ensuring that its staff is competent to use the Equipment and for addressing staff performance issues under the town's personnel policies should the equipment be misused or damaged by an operator in that town. Should the equipment be damaged due to operator error or neglect, the participating municipality which has the equipment in its care at the time of damage shall be responsible for the cost of repairs.
- g. <u>Scheduling Use:</u> Scheduling will be managed by the public works managers or town engineers of each Participating Municipality. Equipment shall be provided upon reasonable request at mutually convenient times for a duration agreed upon by the participating municipalities.
- h. <u>Municipal Participation:</u> The agreement will remain in force as long as the two municipalities agree to participate.

- i. <u>Public Works Assistance Agreement:</u> If a Participating Municipality elects to retain the services of the personnel from another Participating Municipality for the operation of the Equipment, the terms and conditions of the arrangement shall be subject to a separate agreement between the two Participating Municipalities.
- 7. <u>Term:</u> Subject to Section 10 herein, this Agreement shall remain in effect for five (5) years, with the first year beginning on January 1, 2022 and the last year expiring on June 30, 2027. The Agreement shall automatically renew for three (3) successive terms of five (5) additional years unless all but one Participating Municipality provides a written notice to the others of its election not to renew the Agreement for another five (5) years. Such notice must be provided at least sixty (60) days prior to the scheduled expiration of the original or any renewal term of the Equipment Sharing Agreement. Notwithstanding the foregoing, this Agreement shall terminate Twenty (20) years from the date of its execution by the two originating Participating Municipalities.
- 8. <u>Dispute Resolution:</u> Disputes arising from the operation or interpretation of this Equipment Sharing Agreement that cannot be resolved by the Participating Municipalities shall be submitted to mediation and arbitration to the American Arbitration Association (AAA) according to its rules and procedures.
- 9. <u>Governing Law:</u> This Equipment Sharing Agreement shall be governed by the laws of the State of Connecticut. Any changes to the Equipment Sharing Agreement not within the scope of the powers granted to the Governing Committee shall be in writing in a document duly executed by each Participating Municipality. The Participating Municipalities may separately execute counterpart originals of this Equipment Sharing Agreement (and any amendments thereto) which together shall be deemed to constitute one and the same agreement.
- 10. <u>Adoption:</u> This Agreement shall be adopted in accordance with General Statute's section 7-339c.
- 11. <u>Execution:</u> The Chief Executive Officer is hereby authorized to execute this Equipment Sharing Agreement after authorization of the Agreement by the Town's legislative body

WHEREFORE , each Participating Municipality has duly approved and caused to be executed this Equipment Sharing Agreement on the dates set forth below, to be effective for the year commencing on January 1, 2022.		
Town of Newington	Town of Rocky Hill	
By:	By:	
Title:	Title:	

SCHEDULE A

EQUIPMENT SHARING AGREEMENT MULTI-TOWN EQUIPMENT COOPERATIVE

Equipment List:	Title Owner:
John Deere Tractor (1)	Town of Newington
Alamo Boom Mower (1)	Town of Newington

EQUIPMENT SHARING AGREEMENT MULTI-TOWN EQUIPMENT COOPERATIVE

FEE SCHEDULE FOR OPERATING, REPAIR AND REPLACEMENT COSTS

- 1. Maintenance repair records shall be kept with the housing municipality.
- 2. Routine maintenance shall be scheduled by the housing municipality. Participating municipalities shall be given sufficient notice as to when the equipment shall be off line and unavailable while equipment is out of service for maintenance.
- 3. The housing municipality shall invoice other participating municipalities semiannually for routine maintenance costs.
- 4. Unscheduled maintenance and repairs shall be coordinated between the participating towns fleet maintenance personnel.
- 5. The cost for unscheduled maintenance and repairs shall be divided equally among the participating municipalities. The housing municipality shall invoice the participating municipality upon completion of the maintenance and repairs.

EQUIPMENT SHARING AGREEMENT MULTI-TOWN EQUIPMENT COOPERATIVE

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, the undersigned municipalities have entered into an Equipment Sharing Agreement ("the Agreement"); and

WHEREAS, while all municipalities that are parties to the Agreement shall have use of the equipment covered by the Agreement, one municipality shall hold title to the equipment ('the title owner municipality''); and

WHEREAS, the Agreement requires that when a municipality uses the equipment it shall assume the care, custody and control of the equipment and shall defend, indemnify and hold all other participating municipalities harmless from any and all claims arising from the use of the covered equipment;

NOW THEREFORE, the Participating Municipalities hereby agree to the following hold harmless and indemnification provision which shall be incorporated into the Agreement as if fully set forth:

- 1. The terms used in this Hold Harmless and Indemnification Agreement shall have the same meaning as the terms used in the Agreement.
- 2. The municipality with the care, custody and control of the equipment covered by the Agreement (hereinafter, the 'Using Municipality'), shall defend, indemnify and hold harmless the title owner municipality and all of the other Participating Municipalities including but not limited to their elected officials, officers, employees, subcontractors, agents, and assigns from any and all suits, claims or actions of any kind whatsoever in any forum whatsoever whether in law or equity arising from personal injury or property damage brought by any person or entity whatsoever, arising from any act, error, or omission (other than a willful or wanton act, error or omission) of the Using Municipality or its officers, employees, sub-contractors, agents and assigns, occurring during the Using Municipality's use of the equipment. The Using Municipality shall defend, indemnify and hold harmless the title owner municipality (except when the using Municipality is the title owner municipality) and all of the other Participating Municipalities including but not limited to their elected officials, officers, employees, subcontractors, agents, and assigns from any and all suits, claims or actions of any kind whatsoever in any forum whatsoever whether in law or equity arising from personal injury or property damage brought by any person or entity whatsoever, arising from any act, error, or omission (other than a willful or wanton act, error or omission) of the title owner municipality or its officers, employees, sub-contractors, agents and assigns, occurring while the equipment was in the care and custody of the title owner municipality, including without limitation any act, error

or omission (other than a willful or wanton act, error or omission) with respect to the maintenance and repair of the equipment by the title owner municipality.

3. For purposes of the Agreement and for this Hold Harmless and Indemnification Agreement, the use of the equipment shall begin when the Using Municipality takes possession of the equipment at the title owner's storage facility and shall end when the Using Municipality delivers the equipment back to the title owner's storage facility.

[Remainder of Page Intentionally Left Blank]

AGENDA ITEM: <u>6.F</u>		
DATE: <u>3/8/2022</u>		
RESOLUTION NO. 2022-		

RESOLVED:

The Newington Town Council hereby ratifies the Interlocal Agreement between the Town of Newington and the Town of Rocky Hill, for the acquisition of a John Deere Tractor & Alamo Boom. The Town Manager, Keith Chapman, is hereby authorized and directed to execute the agreement on behalf of the Town of Newington. A copy of the executed Interlocal Agreement shall be attached to this resolution.

BE IT FURTHER RESOLVED:

The Newington Town Council hereby authorizes the purchase, totaling \$167,249.44, which shall be equally divided by each Town in the amount of \$83,624.72, by utilizing American Rescue Plan Act (ARPA) funds for the purchase of the referenced equipment listed above.

MOTION BY:	
SECONDED BY:	
/OTE:	



200 Garfield Street Newington, Connecticut 06111

Keith Chapman Town Manager

Memorandum

To: Newington Town Council

From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)

Date: March 4, 2022

Re: Municipal Solid Waste Disposal Services

The Towns of Newington, Wethersfield and Rocky Hill issued a Joint RFP due to the transition of the MIRA Waste-to-Energy Facility to a Solid Waste Transfer Station. There were six (6) bidders consisting of seven (7) proposals. The Towns met to review the submissions on February 18th, and held interviews on February 25th with several bidders.

Jeff Baron, Director of Administrative Services has supplied a memorandum, dated March 3, 2022, Solid Waste Disposal, outlining the proposals for each interviewed bidder. Based on the review, he is recommending that the Town of Newington notify MIRA that we would no longer be utilizing their facility and award the contract to CWPM, LLC for a period of four-years, beginning July 1, 2022. The Towns of Rocky Hill and Wethersfield will also be making the same recommendations to their respective Council's for adoption.

Attached you will find a Resolution authorizing the Town Manager to execute the Contract Agreement with CWPM, LLC.

Attachments:

- Memorandum from Jeff Baron, Director of Administrative Services to Keith Chapman, Town Manager, Dated March 3, 2022
- Resolution Authorization to Execute Contract with CWPM, LLC for Municipal Solid Waste Disposal Services



200 GARFIELD STREET NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Keith Chapman, Town Manager

From: Jeff Baron, Director of Administrative Services

Date: March 3, 2022

Re: Solid Waste Disposal

The Town's of Newington, Rocky Hill and Wethersfield issued a Request for Proposals (RFP) for Municipal Solid Waste Disposal Services, using a similar RFP from another Town as the basis. Six firms (plus an engineering firm), responded. The three Towns interviewed three of the responding firms (CWPM, Murphy Road Recycling, and Country Transfer) in late February.

All three Towns currently belong to MIRA (the Materials Innovation and Recycling Authority). MIRA did not submit a proposal, but their pricing (tipping fee per ton of Municipal Solid Waste other than recycling) for 2022-23 is well known \$111.00 per ton for solid waste, \$0 for recycling). Each Town, if it wished to withdraw from MIRA, has 30 days after MIRA announces its offer to withdraw.

There are two issues in play. The first is whether Newington should leave MIRA. The second is who Newington should award the contract to (if Newington chooses to stay in MIRA, there is no contract award to be made). If MIRA remains as a viable entity, it is expected that their tip fees will continue to rise.

Analysis of three of the responses showed Newington's total cost for two years to be \$2,593,000 or greater. These three respondents were not interviewed and did not receive any further consideration. The engineering firm recommended building our own facility and it did not receive any further consideration. The three remaining respondents were interviewed and an analysis of their responses follows, in addition to MIRA (who was not interviewed). For comparison purposes, the same number of tons generated by Newington in 2020-21 for both solid waste and recycling were used.

CWPM

Original Proposal

First Year

Solid Waste: 10,518 tons at \$87.00/ton = \$915,066.00 Recyclables: 2,497 tons at \$53.78* = \$134,288.66

First Year Total = \$1,049,354.66

*This is a variable amount based on 2021 single stream rates and tonnages. (With greater contamination the rate could be \$58.78/ton.)

Phone: (860) 665-8513 Fax: (860) 665-8507 jbaron@newingtonct.gov www.newingtonct.gov

Second Year

Solid Waste: 10,518 tons at \$90.00/ton = \$946,620.00

Recyclables: 2,497 tons at a rate as per Exhibit One of their proposal*. The worst-case

scenario is \$91.00/ton. 2,497 tons x \$91.00 = \$227,227.00

Second Year Total = \$1,173,847.00

*This is a variable amount based on 2021 single stream rates and tonnages.

Third Year

Solid Waste: 10,518 tons at \$93.00/ton = \$ 978,174.00

Recyclables: 2,497 tons at a rate as per Exhibit One of their proposal*. The worst-case

scenario is \$91.00/ton. 2,497 tons x \$91.00 = \$227,227.00

Recyclables: 2,497 tons at \$91.00 = \$227,227.00

Third Year Total = \$1,205,401.00

*This is a variable amount based on 2021 single stream rates and tonnages.

Fourth Year

Solid Waste: 10,518 tons at \$96.00/ton = \$1,009,728.00

Recyclables: 2,497 tons at a rate as per Exhibit One of their proposal*. The worst-case

scenario is \$91.00/ton. 2,497 tons x \$91.00 = \$227,227.00

Recyclables: 2,497 tons at \$91.00 = \$227,227.00

Fourth Year Total = \$1,236,955.00

*This is a variable amount based on 2021 single stream rates and tonnages.

Fixed Recycling Proposal

First Year

Solid Waste: 10,518 tons at \$87.00/ton = \$915,066.00 Recycling: 2,497 tons at \$75.00/ton = \$187,275.00

First Year Total = \$1,102,341.00

Second Year

Solid Waste: 10,518 tons at \$90.00/ton = \$946,620.00

Recyclables: 2,497 tons at a rate as per Exhibit One of their proposal*. The worst-case

scenario is \$91.00/ton. 2,497 tons x \$91.00 = \$227,227.00

Second Year Total = \$1,173,847.00

*This is a variable amount based on 2021 single stream rates and tonnages.

Third Year

Solid Waste: 10,518 tons at \$93.00/ton = \$978,174.00

Recyclables: 2,497 tons at a rate as per Exhibit One of their proposal*. The worst-case

scenario is \$91.00/ton. 2,497 tons x \$91.00 = \$227,227.00

Recyclables: 2,497 tons at \$91.00 = \$227,227.00

Third Year Total = \$1,205,401.00

*This is a variable amount based on 2021 single stream rates and tonnages.

Fourth Year

Solid Waste: 10,518 tons at \$96.00/ton = \$1,009,728.00

Recyclables: 2,497 tons at a rate as per Exhibit One of their proposal*. The worst-case

scenario is \$91.00/ton. 2,497 tons x \$91.00 = \$227,227.00

Recyclables: 2,497 tons at \$91.00 = \$227,227.00

Fourth Year Total = \$1,236,955.00

*This is a variable amount based on 2021 single stream rates and tonnages.

Comments: The ACR (Average Commodity Rate) is the current market value for recyclables. It was used in the original proposal and in the second- through fourth-years of the Fixed Recycling Proposal. Given the volatility in recyclables, CWPM felt they could only quote at a fixed rate for one year. This is a complicated formula that involves contamination rates, labor rates at the receiving facility, and what revenue is generated by the sale of recyclables. Newington's average contamination rate has historically been 10-15%. The worst-case contamination rate is 20% and was used here in this analysis as the Town does not have control over how homeowners choose to dispose or mix their trash and recyclables. The threshold is the base rate to process recyclable materials. Given the inability of recyclables to generate considerable revenue, the Town should expect that the ACR will be below the threshold.

Murphy Road Recycling

Option One

First Year

Solid Waste: 10,518 tons at \$110.00/ton = \$1,156,980.00

Recyclables: 2,497 tons at \$0/ton = \$0

First Year Total = \$1,156,980.00

Second Year

Solid Waste: 10,518 tons at \$110.00/ton = \$1,156,980.00

Recyclables: 2,497 tons at \$0/ton = \$0 Second Year Total = \$1,156,980.00

Third Year

Solid Waste: 10,518 tons at \$115.00/ton = \$1,209,570.00

Recyclables: 2,497 tons at \$0/ton = \$0 Third Year Total = \$1,209,570.00

Fourth Year

Solid Waste: 10,518 tons at \$115.00/ton = \$1,209,570.00

Recyclables: 2,497 tons at \$0/ton = \$0Fourth Year Total = \$1,209,570.00

Comments: This option would appear to be cheaper over time. However, Newington's tonnage has historically increased (10,017/2,520 in 18-19, 10,137/2,467 in 19-20, and 10,518/2,497 in 20-21). If tonnage continues to increase on the solid waste side, any savings would disappear.

This Option would be more expensive than the CWPM Fixed Recycling Proposal at the 20-21 tonnage amounts.

Option Two

First Year

Solid Waste: 10,518 tons at \$105.00/ton = \$1,104,390.00 Recyclables: 2,497 tons at \$87.50/ton* = \$218,487.50

First Year Total = \$1,322,877.50

*Uses the ACR as discussed in the CWPM analysis

Second Year

Solid Waste: 10,518 tons at \$110.00/ton = \$1,156,980.00 Recyclables: 2,497 tons at \$91.00/ton* = \$227,227.00

Second Year Total = \$1,384,207.00

*Uses the ACR as discussed in the CWPM analysis.

Third Year

Both Solid Waste and Recyclables are at "Mutually Agreed Upon Terms".

For this analysis the second-year amounts were used.

Solid Waste: 10,518 tons at \$110.00/ton = \$1,156,980.00

Recyclables: 2,497 tons at \$91.00/ton* = \$227,227.00

Third Year Total = \$1,384,207.00

*Uses the ACR as discussed in the CWPM analysis.

Fourth Year

Both Solid Waste and Recyclables are at "Mutually Agreed Upon Terms".

For this analysis the second-year amounts were used.

Solid Waste: 10,518 tons at \$110.00/ton = \$1,156,980.00

Recyclables: 2,497 tons at \$91.00/ton* = \$227,227.00

Fourth Year Total = \$1,384,207.00

*Uses the ACR as discussed in the CWPM analysis.

Comments: This is an expensive option and has not been under serious consideration by the Town.

Country Transfer

First Year

Solid Waste: 10,518 tons at \$105.00/ton = \$1,104,390.00 Recyclables: 2,497 tons at \$55.00/ton = \$137,335.00

First Year Total = \$1,241,725.00

Second Year

Solid Waste: 10,518 tons at \$105.00/ton = \$1,104,390.00 Recyclables: 2,497 tons at \$55.00/ton = \$137,335.00

Second Year Total = \$1,241,725.00

Third Year

Solid Waste: 10,518 tons at \$105.00/ton = \$1,104,390.00 Recyclables: 2,497 tons at \$055.00/ton = \$137,335.00

Third Year Total = \$1,241,725.00

Fourth Year

Solid Waste: 10,518 tons at \$105.00/ton = \$1,104,390.00 Recyclables: 2,497 tons at \$55.00/ton = \$137,335.00

Fourth Year Total = \$1,241,725.00

Comments: This firm did not interview as well as the other two firms. They bought out the old Covanta facility in Wallingford, which could be an issue (in terms of travel time) for the other two Towns (each Town can award independently). They did not have any outreach capability (this was not a requirement, but such capabilities would be helpful in educating each Town's citizens). Their proposal was more expensive than options for CWPM or Murphy Road Recycling.

MIRA

First Year

Solid Waste: 10,518 tons at \$111.00/ton = \$1,167,498.00

Recyclables: 2,497 tons at \$0/ton = \$0 First Year Total = \$1,167,498.00

Second Year

Solid Waste: 10,518 tons at an unknown amount per ton*

Recyclables: 2,497 tons at \$0/ton

*Tip fees for MIRA are expected to rise as other municipalities leave

Comments: The MIRA tip fee for 2022-23 is \$1 per ton higher than Murphy Road Recycling's Option One. It is also higher than CWPM's proposed rates. There is also a \$116.00/ton tip fee, if the Town chooses to keep its ability to opt out of MIRA. The lower tip fee was included in these calculations.

Other Considerations

The Town believes that there is some value, through the guaranteed tipping fees for municipal solid waste disposal, in having a longer term (4 year) agreement. Computed four-year totals are as follows:

CWPM Original	\$4,665,557.66 *
CWPM Fixed Recyclables	\$4,718,544.00*
Murphy Road Recycling Option 1	\$4,733,100.00
Murphy Road Recycling Option 2	\$5,475,498.50*
Country Transfer	\$4,966,900.00

*The CWPM and Murphy Road Recycling Option 2 amounts use the ACR for all or better than half the life of the contract period, and are not fixed rates for recycling.

The CWPM Fixed Recyclables rate uses a "worst case" scenario. It is not believed that the "worst case" will actually occur.

Recommendations

As the tip fee for MIRA is anticipated to continue to rise each year, the first recommendation would be to leave MIRA. The second recommendation would be to enter into a four-year contract with CWPM for their fixed rate recyclables option.

Although the CWPM Original Proposal would appear to be cheaper, it is not a guaranteed rate for recycling and the lower rate is unlikely to materialize. The fixed recyclables rate is only fixed for one year, but the budgetary difference between year two and year one on this option would not be significant. There is still some value in the recyclables market. The second CWPM option would fix the recyclables disposal for one year, and require the Town to be on the ACR for three years. In so doing, the Town is taking the risk that the market for recyclables stays the same or goes up. It should be noted that the other two Towns (Rocky Hill and Wethersfield) will be recommending the same four-year program to their respective Town Councils.

AGEND	A ITEM: <u>6.G</u>
DATE: _	3/8/2022
RESOLI	JTION NO: <u>2022-</u>

RESOLVED,

That the Newington Town Council hereby authorizes Keith Chapman, Town Manager to enter into a contract with CWPM, LLC for Municipal Solid Waste Disposal Services for the period beginning of July 1, 2022 through June 30, 2026. A copy of the execute contract shall be attached to this Resolution.

MOTION BY: ______

SECONDED BY: _____

VOTE: ___

Lam & Kypelo



TOWN OF NEWINGTON

200 Garfield Street Newington, Connecticut 06111

Office of the Town Clerk

James E. Krupienski CCTC Town Clerk

Memorandum

To: Keith Chapman, Town Manager

From: James E. Krupienski, Town Clerk

Date: February 22, 2022

Re: Resignation-Kevin Borrup, Member, Vehicles Appeals Board

I am attaching a copy of the Resignation by email that was received in the Town Clerk's office from Kevin Borrup, who is resigning from the Vehicle Appeals Board. Mr. Borrup was serving a term from January 25, 2022 through November 30, 2023 as a member, and effective immediately.

Newington Code Sec. 410-2

Phone: (860) 665-8545 Fax: (860) 665-8551 townclerk@newingtonct.gov www.newingtonct.gov

Krupienski, James

From:

Kevin Borrup kevin.borrup@gmail.com

Sent:

Tuesday, February 22, 2022 8:31 PM

To:

Krupienski, James

Subject:

Vehicle Appeals Board resignation

Dear Mr. Krupienski,

On January 25, 2022 I was appointed to the Vehicle Appeals Board by the Town Council. While I have not yet been sworn in, I hereby decline appointment and/or resign my position on the Vehicle Appeals Board effective immediately. I make this statement to ensure compliance for my service on the Charter Review Commission.

Sincerely, Kevin Borrup 16 Broadview St, Newington, CT 06111

2022 FEB 23 AM II: !

1

	AGENDA ITEM: 7.A
	DATE: <u>3/8/2022</u>
	RESOLUTION NO. 2022-
RESOLVED:	
That the Newington Town Council here member of the Vehicle Appeals Board, in acc	eby accepts the resignation of Kevin Borrup, as a ordance with email correspondence dated
February 22, 2022, and effective immediately	

MOTION BY: ______
SECONDED BY: _____
VOTE: ____



200 Garfield Street Newington, Connecticut 06111

Office of the Town Clerk

James E. Krupienski CCTC Town Clerk

Memorandum

Lam & Kupelo

To: Keith Chapman, Town Manager

From: James E. Krupienski, Town Clerk

Date: February 23, 2022

Re: Resignation – Kevin Borrup, Central CT Health District

I am attaching a copy of the Email Resignation received in the Town Clerk's office on January 22, 2022 from Kevin Borrup, who is resigning as a member of the Central CT Health District, for a DeFacto term beginning July 1, 2021 and ending June 30, 2024, and effective immediately.

NTC Resolution #2006-56

Attachment:

Resignation Email

Krupienski, James

From:

Kevin Borrup kevin.borrup@gmail.com

Sent:

Tuesday, February 22, 2022 8:07 PM

To:

Krupienski, James

Subject:

Health District resignation

Dear Mr. Krupienski,

I, Kevin Borrup, am not currently serving on the Central Connecticut Health District Board, my term having expired. However, for purposes of satisfying the requirement of not holding any position while serving on the Charter Review Commission and to remove any questions regarding my status, I hereby resign from the Central Connecticut Health District Board effective immediately.

Respectfully, Kevin Borrup

16 Broadview Street Newington

2022 FEB 23 AM II: 50

1

	AGENDA ITEM: _7.B
	DATE: <u>3/8/2022</u>
	RESOLUTION NO. 2022-
RESOLVED:	

That the Newington Town Council hereby accepts the resignation of Kevin Borrup, as a member of the Central CT Health District, in accordance with email correspondence dated February 22, 2022, and effective immediately.

MOTION BY: ______
SECONDED BY: _____
VOTE: ____

	AGENDA ITEM: <u>8.A</u>
	DATE: <u>3/8/2022</u>
	RESOLUTION NO. 2022-
-0011/50	

RESOLVED:

That property tax refunds in the amount of \$\\$2,267.68\$ are hereby approved in the individual amounts and for those named on the "Requests for Refund of an Overpayment of Taxes," certified by the Revenue Collector, a list of which is attached to this resolution.

MOTION BY: ______

SECONDED BY: _____

VOTE: ____

TAX REFUNDS - MARCH 8TH, 2022

Acar Leasing LTD	\$ 462.50
PO Box 1990	ψ 402.30
Fort Worth, TX 76101	
Beltran, Alexandra	\$ 563.91
40 Masters Way	V 333.3 .
Manchester, CT 06040	
Graham, Robert	\$ 8.89
165 Cherry Hill Dr	, ,
Newington, CT 06111	
Honda Lease Trust	\$ 217.34
600 Kelly Way	·
Holyoke, MA 01040	
Nissan Infiniti LT	\$ 50.95
Tax Operations	
PO Box 650214	
Dallas, TX 75265-0214	
Pierzchalski, Yvonne	\$ 29.69
203 Boylston St	
Newington, CT 06111	
Riendeau, Karen	\$ 468.00
PO Box 310141	
Newington, CT 06131-0141	
Rubino, Sheri or Brianna	\$ 79.60
668 Church St	
Newington, CT 06111	
Smith, Dawn	\$ 90.69
67 Lamplighter Ln	
Newington, CT 06111	
Tilley, Sandra	\$ 92.75
30 Thornton Dr	
Newington, CT 06111	
Weeks, Joseph	\$ 203.36
117 Buena Vista Ave	
Newington, CT 06111	
TOTAL	\$2,267.68



200 GARFIELD STREET NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council

From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)

Date: March 4, 2022

Re: Discussion – Permanent Municipal Building Commission Creation

The Town Council has previously discussed the creation of a Permanent Municipal Building Commission to manage all project within the Town. The membership of the commission would be primarily of individuals with training specific to construction trades. This would also allow for continuity of design creation across all Town projects.

Included for your review is the working draft language for a Permanent Municipal Building Commission, which incorporates much of the original language from our current Public Building Commission, while bringing all projects under one review commission.

Once the Town Council has had the opportunity to discuss any changes to the draft language it will be supplied to the Town Attorney for his review and comment.

Once all necessary reviews and amendments have been completed, a Resolution for introduction and scheduling of a Public Hearing can be prepared for a future meeting.

The process for amending Town Ordinances is dictated by §C-405 and §C-406 of the Town Charter. The process generally spans up to three council meetings.

Attachments:

• Draft Language, Chapter 8, Article XII, Permanent Municipal Building Commission

Phone: (860) 665-8510 Fax: (860) 665-8507 townmanager@newingtonct.gov www.newingtonct.gov

PROPOSED ORDINANCE #2123-02

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NEWINGTON THAT: Chapter 8, Boards, Committees, Commissions and Bureaus, Article XII, Permanent Municipal Building Commission of the Newington Code of Ordinances is hereby created:

Chapter 8

BOARDS, COMMITTEES, COMMISSSIONS AND BUREAUS ARTICLE XII

PERMANENT MUNICIPAL BUILDING COMMISSION

Establishment.

Pursuant to **Article VI**, **§C-610**, of the Charter of the Town of Newington, there is hereby established a Commission to be known as the "**Permanent Municipal Building Commission**."

Power and duties.

This Commission shall be responsible for the execution of major construction and maintenance projects for the Town, including but not limited to responsibilities related to school buildings whether or not described in C.G.S. §10-291. The Commission shall have the powers and duties set forth herein and shall be vested with such general powers as inure in a building Commission and shall have and exercise responsibility for the construction or alteration of all municipal properties or structures for which it has been charged.

- 1. To work with the architectural firm(s) on project design issues, including structural, building systems, landscaping, and interior design;
- 2. To authorize and oversee the preparation of architectural drawings, development of building construction or renovation specifications, completion of professional services, and administration of the building project(s);
- **3.** To approve design and construction expenditures pursuant to project construction and change orders;
- **4.** To recommend to the Town Council, for its approval, contracts with architects, engineers, electronic consultants, building contractors, and others in the name of and on behalf of the Town of Newington with respect to the design and construction of the project(s), said contracts to be executed by the Town Manager;
- 5. To exercise such other powers as are necessary with respect to the construction of a municipal or school building project(s); and
- **6.** To report biennially, to the Town Council, on the status of all municipal & school buildings and facilities.
- 7. Interim status reports shall be provided by the Commission to the Town Council on a quarterly basis or more frequently upon request. Upon completion of the project, the Commission shall make a complete report and accounting to the Town Council and the Town and recommend acceptance of the building project. Upon completion of the project, the Commission shall make a complete report and accounting to the Town Council and the Town and recommend acceptance of the building project.
- **8.** Any prior project, which has already been approved at a Referendum will remain in effect for the duration of that project, and will not be subject to this ordinance.

Definitions.

The following definitions shall apply:

- 1. "Building Project" any construction or alteration of a Town facility, including but not limited to School District properties and structures, in accordance with the costs as outlined in the Newington Town Charter, Chapter C-408.
- **2.** "Construction" and "Demolition" shall include excavation, filling and grading of the building or project site.
- **3.** "Contract" a signed agreement between the Town of Newington and the general contractor and/or architect/engineer/consultant, including any modifications issued after execution of the agreement.
- **4.** "Cost Estimates" including, but not limited to construction, contingency, architect and/or engineering fees, clerk of the works, consultant services, furnishings, landscaping, paving, insurance, legal notices, inflation, and any other related costs.
- **5.** "**Design**" includes selection of architects and consultants as needed in compliance with applicable provisions.
- **6.** "Extraordinary conditions" are defined as conditions that are not known until after an operation has begun and that require unanticipated parts, equipment, or materials or services to complete the project.
- **7. "Ex-Officio Member"** is a member who holds their position by virtue of their office and their official capacity.
- 8. "Major maintenance" shall not include routine maintenance and upkeep of a building or other structure, or its service equipment, which is performed on a regular basis and shall include projects that are capital in nature, that is, having a useful life of seven (7) or more years and an estimated cost of more than \$25,000, or such other amount as may be established from time to time by the Town Manager, subject to approval by the Town Council, in writing addressed to the Commission.
- **9.** "Municipal" shall refer to public buildings that are not under the jurisdiction of the School Department.
- 10. "Project Budget" the Commission's proposed budget as presented to the Town Council for review, prior to the Town Council's authorization for the Town Manager to execute the contracts and commence the project.
- 11. "Proposing Body" means the Town of Newington department, appointed or elected board or Commission sponsoring or requesting a construction or major maintenance project, or in the case of major maintenance initiated by the Permanent Building Commission itself, the department, board or Commission whose facility would be the recipient thereof. The Proposing Body is responsible for:
 - a) Determination of the program for the proposed project, including the function and needs which it is designed to fulfill, expanded services, auxiliary public use if any, additional personnel required to maintain the facility, annual maintenance costs, expected hours of the facility's availability, and overall effect on the Town.
 - **b)** Performance of feasibility studies and determination of the estimated size and cost requirements of the project.
 - c) Determination of the estimated requirements for equipment and furnishings.
 - **d)** Approval of transitional building plans, including health and safety protocols for maintaining the underlying service associated with the facility while construction takes place.

- e) Approval of any design change or budget reprioritization having a material impact, as determined by the Proposing Body, on the programmatic design, transitional building plans, or outcome of the project.
- **12.** "Service equipment and major systems" shall include boilers, elevators, generators, HVAC systems, septic systems, fire alarms, overhead doors, automatic handicapped access doors, major electrical service including wiring and fixtures, major plumbing service including piping and sanitation fixtures, building skin (roofs, gutters, masonry, windows, exterior paint, etc.). It shall not include information system technology (computers and computer systems).
- 13. "Statement of Needs" a written narrative, provided by the proposing body, presenting the public-interest reasons for undertaking a building project, an explanation of the function and purpose(s) of the proposed facility and recommendations, if any, on its size, scope, location and special features.

Composition.

- 1. The Commission shall consist of five (5) voting members, three (3) of which shall be qualified because of their experience in the fields of architecture, landscape architecture, building construction, contract review or building trades, two (2) of which one shall be appointed by each major party, subject to the approval of the Town Council, preferably with similar qualifications as shown above. All of whom shall be electors of the Town of Newington, and shall serve without compensation.
- 2. There shall be three (3) members recommended by the Town Manager, subject to the appointment of the Town Council, (a) one shall be for a three (3) year term; one shall be for a two (2) year term; and, one shall be for a one (1) year term; and, (b) one (1) from each major party, shall be appointed for one (1) year, after the expiration of each initial term each member shall be appointed for a term of three (3) years. All terms shall begin on December 1st expire on November 30th, unless appointed to fill the remainder of a vacancy term.
- **3.** Any vacancy in the Commission shall be filled by the, relevant appointing authority, and the member appointed shall serve for the unexpired term of his predecessor. If any member shall cease to be a resident of the town, they shall cease to be a member of the Commission.
- **4.** No member appointed by the **Town Council**, or by either party, shall serve on any other elected or appointed board, commission or position within the Town of Newington.
- 5. The Lucy Robbins Welles Library and surrounding property, under the ownership and control of the Board of Trustees, shall have appointed for any project affecting the Library grounds or structure, two (2) voting members appointed to the commission, by the Town Council.

Ex-officio Membership

- 1. The Mayor and the Town Manager, or their designee, shall both be ex-officio members of the Commission, but without the power to vote.
- 2. The Chairperson of the Board of Education and the Superintendent of Schools, or their designee, shall serve as ex-officio members of the Commission for any project involving school grounds or structures, but without the power to vote.

- 3. The Fire Chief and the Chairperson of the Board of Fire Commissioners, shall serve as ex-officio members on any project having responsibility for the construction or alteration of Fire Department buildings, but without the power to vote.
- **4.** The Building Official, Facilities Director, Fire Marshal, Town Engineer and Chief Information Officer, shall be non-voting advisory members to the Commission, as determined by the Town Manager.
- 5. The requesting department/organization shall have the ability to recommend advisory ex-officio, non-voting member, who with the approval of the Town Council, shall serve until the completion of the project. Appointment of an ex-officio department member would be specifically for department/organization projects only.

Officers; Records.

The Commission shall elect a Chairperson, Vice-Chairperson and Secretary from its membership and shall keep a public record of its activities. All public meetings shall be recorded in accordance with the "Information and Guidelines for Boards, Committees and Commissions" adopted July 23, 2019, as may be amended.

Necessary expenses of the Commission shall be included in the cost of any project, including a Commission Clerk, as authorized in the Town Charter, Section C-610 & Article IX, Personnel. All meetings and records of the Commission shall follow applicable state statutes, regulations and guidelines.

Reimbursement

Each Commission member, as approved by the Town Manager, may be reimbursed for necessary expenses incurred in the course of their duties for the commission.

Building Project Procedures.

A building project shall be undertaken in accordance with the following procedures:

- **A. Project initiation**. Any proposing body which considers that the needs of the Town require the construction or alteration of a Municipal facility shall initiate consideration of such need only by presenting a statement of needs to the Council. If the Council determines that a valid need for such construction or alteration exists, it shall, by majority vote, notify the permanent building Commission in accordance with the provisions hereof.
- **B.** Preliminary steps. The Commission shall, in consultation with the requesting agency, review the statement of needs and the proposed project location. It shall thereafter submit an estimate of the cost of project planning to the Council along with a preliminary estimate of the cost of the entire project.
- C. Selection of architectural or engineering firm. If the Town Council determines that the proposed building project is financially feasible, it shall authorize the Commission to recommend the selection of a firm of architects and/or engineers, as may be appropriate, to prepare plans for the building project. Such recommendation shall be made from among firms which respond to a request for proposals. Notice of such request for proposals shall be published at least once in each of two newspapers having circulation within the Town of Newington. The Commission shall review the proposals and shall interview prospective candidates. It shall refer to the Town Council, for approval, the name of the architectural and/or engineering firm for selection. The Town Council shall select such firm or shall ask for further recommendations from said

Commission. It shall authorize the Town Manager to employ the firm so named and shall appropriate sufficient funds for the preparation of preliminary plans. If the Council disapproves of the recommendation, the Commission shall make another recommendation and refer it to the Town Council for its action. If the Commission is unable to report to the Town Council the name of another architectural and/or engineering firm within 15 days following the Town Council's disapproval or the Town Council disapproves of said Commission's recommendation for a second time, the Town Council shall select the architectural and/or engineering firm and authorize the Town Manager to employ it.

- **D. Proposed location**. The location for the proposed building project shall be referred by the Town Council to the Town Plan and Zoning Commission for its review consistent with C.G.S. § 8-24.
- E. Preparation of preliminary plans. The Commission shall work with the architects and/or engineers on the preparation of preliminary plans. In so doing, it shall consult with the proposing body. There shall be such joint meetings of the Town Council, the Commission, and the proposing body as may be deemed necessary. Upon completion, the Commission shall submit the preliminary plans and cost estimates for the project to the proposing body for its recommendation. After action by the proposing body, the preliminary plans and cost estimates shall be submitted by the Commission to the Town Council for its action.
- **F. Revision of preliminary plans**. If, in the judgment of the Town Council, the resources of the Town are inadequate to finance the estimated cost of the building project, the Town Council shall so notify the Commission and the proposing body and shall advise them of how much the cost shall be adjusted. The Commission shall thereupon work with the architectural or engineering firm to determine how the cost of the building project may be revised to a level acceptable to the Town Council. If the function or size of the facility as specified in the statement of needs must be modified, the Commission shall confer with the proposed body to determine where adjustments may best be made.
- **G. Appropriation**. Should the Town Council approve the preliminary plans, it may appropriate the funds necessary for undertaking the project consistent with Article VIII of the Town Charter, provided that the Town Council shall have the option of proceeding to have final plans developed consistent with Subsection H hereto prior to acting on such appropriation.
- H. Preparation and approval of final plans. When the Town Council so directs, the Commission shall, with the help of the retained architect or engineer, prepare final plans, cost estimates, a project budget and specifications for presentation to the Town Council. In so doing, it shall confer with the proposing body and, upon completion, shall submit same to the proposing body for comment and recommendation. Thereafter, the Commission shall submit such final plans, cost estimates, project budget and specifications to the Town Council for its approval and for authorization to proceed with the construction of the building project.
- I. Competitive bids. Following the Town Council's authorization to proceed with construction of the project, the Commission shall secure competitive bids for construction or alteration through the purchasing agent in conformance with §C-814 and §C-815 of the Town Charter. The Commission shall present to the Town Council, for review, a final project budget once bids are received. Upon acceptance of a bid, the

- Town Council shall authorize the Town Manager to execute appropriate contracts to accomplish such construction.
- J. Construction procedure. The Town Manager, or his designee, shall serve as the Commission's agent in supervising the construction or alteration of the building project, meeting with the architect or engineer, contractor and Commission when necessary. The Commission shall be authorized to approve change orders and disbursements within the project budget or as approved by the Town Council. The Town Manager shall be authorized to approve contract payments, upon certification by the architect and/or engineer that, based on on-site observation, the work and charges are in accordance with contract documents.
- Project management coordination or supervision. If the Commission determines K. that consultant services for project management or coordination are needed, and the approved budget allows for such service, it shall, after soliciting competitive proposals and interviewing qualified candidates, recommend a candidate to the Town Council for its action. If the Town Council fails to approve of the recommendation, the Commission shall make another recommendation and refer it to the Town Council for its action. If the Commission is unable to report to the Council the name of another candidate within thirty (30) days following the Town Council's disapproval, or if the Town Council disapproves of said Commission's recommendation for a second time, the Town Council may make its own selection or determine the selection is unnecessary. Employment of the person, firm or corporation so selected shall be by contract approved by the Town Council and executed by the Town Manager. If consultant services for project management or coordination are deemed unnecessary, the Town Council may authorize the Town Manager to appoint a Owners Representative or Consultant, in conformance with the Town Charter, to furnish project supervision and oversee the day-to-day operation of the construction, provided that the approved project budget allows for such a position. The Owners Representative or Consultant shall attend all meetings of the Commission, including job meetings, meetings of the full Commission and joint meetings between the Commission and the Town Council or proposing body. Commission members who wish to may attend job meetings. The Clerk of the Works shall maintain a daily log of all events at the job site. Any minutes of job meetings shall be distributed, and copies of the bid specifications and construction contract shall be made available to Commission members.

L. Modifications or changes during construction.

- (1) The Commission shall be authorized and responsible to administer the project within the financial constraints of the project budget. If an emergency or extraordinary situation arises which precludes the Commission from obtaining Town Council approval and requires a modification or change in the contract which does not affect the financial constraints of the project budget, the Town Manager may certify that an emergency or extraordinary situation exists. Emergencies are situations in which the project would be seriously hampered or in which public peace, health and safety are seriously threatened. Prompt written notification of such situations should be brought to the proposing body and the Town Council's attention.
- (2) If the Commission determines that additional funding is needed above that requested in the project budget, it must refer the request to the proposing body for

comment and to the Town Council for review and approval. Major changes which will affect the function or size of a Town facility or building project that arise during construction shall be referred for comment to the proposing body and to the Town Council for review and approval. When a request for additional funding is made to the Town Council, an accounting of the financial receipts, commitments and expenditures to date shall accompany the request. Any change order requiring an increase in cost above the original construction contract shall be subject to the approval of the Director of Finance as to the availability of funds.

M. Final acceptance. After construction and/or alteration of the building project has been completed to the satisfaction of the Commission, as-built plans for the project have been received from the architect and/or engineer, and the proposing body has been asked for its comments, the Commission shall refer the facility to the Town Council for acceptance with a report on the status of the facility and the comments of the proposing body together with any applicable warranties, guarantees, service manuals, surety bonds, original drawings, as-built drawings, Owners Representative or Consultant work log, etc., and operator training. When a project has been fully and satisfactorily completed and a final report has been received from the Commission's Chairperson and the project has been accepted by the Commission, the proposing body and the Town Council, and the Commission has been dismissed, after all outstanding bills have been paid and the Town's independent annual audit has been completed, all unexpended balances in the building project's funds shall revert to the Town's general fund.

A copy of the proposed ordinance is available in the Town Clerk's Office, 200 Garfield Street, Newington, CT.

Dated at Newington, CT this day of , 2022

Attest: James E. Krupienski, CCTC

Newington Town Clerk



200 Garfield Street Newington, Connecticut 06111

Finance Department

Janet Murphy Director of Finance

Memorandum

To: Newington Town Council

From: Janet Murphy, Director of Finance

Date: March 8, 2022

Re: Camp Avenue

Section C-807 of the Town Charter allows for the Council to make special appropriations from the unappropriated and unencumbered General Fund Balance. At this time milling and paving is needed to be done on Camp Avenue. This road was scheduled to be done last year but had to be delayed.

The Town is estimated to receive \$1,785,740 in Municipal Grants in Aid from the State this fiscal year. That amount is \$419,938 more than was budgeted for fiscal year 2021-22. These funds are required to be used to maintain the Town's roads and the additional funds that we will be receiving will more than replace the special appropriation that we are requesting by year end.

We are requesting a special appropriation in the amount of \$125,000 for the milling and paving of Camp Avenue. Additional funds that we will be receiving from the State will cover this and we would not need to delay other roads currently on the schedule to complete this work.

This item should be introduced for discussion at the March 8th Town Council meeting with the adopting appropriation resolution to be scheduled for the March 22nd meeting.

Phone: (860) 665-8520 Fax: (860) 665-8670 finance@newingtonct.gov www.newingtonct.gov



200 GARFIELD STREET NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council

From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)

Date: March 4, 2022

Re: 2022 JAG Local VCP Grant Award

The Newington Police Department has been awarded a Justice Assistance Grant for the purchase of a StarChase High Speed Pursuit Alternative Technology. This device is a Police Vehicle Mounted GPS Launcher System, mounted on a police vehicle and deployed when a suspect vehicle flees from a police officer. The GPS tag sticks to the fleeing vehicle and then can be tracked using mapping software. The Newington Police Department will be the first police department in the State of Connecticut to use such technology.

The total purchase of the system will be covered with the grant funds in addition to monies from the Forfeiture Asset Fund.

A copy of the grant Award has been included for your review. A Resolution to accept the grant award will be included in an upcoming agenda packet.

Attachments:

 State of Connecticut, Office of Policy & Management, Criminal Justice Policy Planning Division, Notice of Grant Award

> Phone: (860) 665-8510 Fax: (860) 665-8507 townmanager@newingtonct.gov www.newingtonct.gov



STATE OF CONNECTICUT Office of Policy and Management

To:

Keith Chapman, Town Manager

131 Cedar Street Newington, CT 06111

From:

Nichole Howe, Associate Accountant

Subject:

Grant Award Notice: 2022 JAG Local VCP Grant Program

Your application for the 2022 JAG Local VCP Grant Program has been **approved**. The amount of the grant award is \$25,000.00.

Attached please find the Notice of Grant Award and Special Conditions for your municipality's participation in the **2022 JAG Local VCP Grant Program**.

The start date of this grant is February 1, 2022 or when signed by both parties-whichever is later. The end date of this grant will be September 30, 2022 and there will be no extensions granted.

The Chief Elected Official or the Town Manager of your municipality must sign and date the following documents.

- 1. Notice of Grant Award
- 2. Assurances and Certifications

Please return the signed grant award documents to Nichole Howe at nichole.howe@ct.gov.

If your municipality requires approval of the local town council or board of selectman prior to receiving these grant funds, we are asking that you contact us to let us know an approximate date at which we should expect the return of the award.

If you have any further questions or concerns, please call Nichole Howe at 1-860-418-6443 or email: nichole.howe@ct.gov.



STATE OF CONNECTICUT | OFFICE OF POLICY AND MANAGEMENT

Criminal Justice Policy Planning Division 450 Capitol Avenue | MS# #52CJP, CT 06106-1379



NOTICE OF GRANT AWARD

The Office of Policy and Management, Criminal Justice Policy and Planning Division, hereby makes the following grant award in accordance with 42 U.S.C. 3750, et seq and in accordance with the Statement of Work, grant solicitation and the attached grant application, if applicable.

Grantee: Town of Newingto	n			Town Code: 0	094		
Street address: 131 Cedar St	reet	State Agend	cy Code: N/A	DUNS No. (if a	applicable): 040577988		
City: Newington	<u></u>	State: CT	ZIP Code: 06111	FEIN (required	d): 066002047		
Grant Program Name: Justic	e Assistance Grant Formula (Grant (JAG)		<u></u>			
OPM Grant No.: 17JAGLPT_VCP_09	Project Ti	tle: 2022 JAG	Local VCP Grant Program				
Date of Award: 2/1/2022	Category (if applicable):	aw Enforcen	nent	•			
⊠ On 2/1/2022 o	ce of Grant Award is signed by or after Notice of Grant Award	d is signed by	or & Grantee (whichever is late both parties (whichever is lat th copy of authority w/ notice	er).	End Date: 9/30/2022		
Amount of Award	Federal: \$ 25000	Sta	te: \$Enter Amt. or N/A		Interest: \$Enter Amt. or N/A		
State Match: \$Enter Amt. or N/A	Grantee Match: \$Enter Am	nt. or N/A	N/A Other: \$Enter Amt. or N/A Specify: Enter Text Here or N/A				
Total Budget: \$25000	Catalog of Federal Domest	ic Assistance	(CFDA) Number: 16.738				
Federal Grant No.: 2017-DJ-E	Grantee Fis	cal Year: From: July 1 To: Ju	ine 30				
					referenced award and further ee will comply with all attached		
	orized Grantee Official		Date				
Keith Chapman			Town Manager				
FOR THE OFFICE OF POLICY	AND MANAGEMENT:						
ВҮ:							
Melissa McCaw, Se	cretary		D	ate			
For OPM Business Use Only							
AMOUNT FUND	DERT AID		ACCT CHART				

AMOUNT	FUND	DEPT	SID	PROG	ACCT	CHART 1	CHART 2	BR YR	PROJECT
25000	12060	OPM 20350	21921	13008	55050	Enter	Enter	2017	OPM00000000 2331
Enter	Enter	OPM Select	Enter	Enter	Enter	Enter	Enter	Enter	OPM00000000 Enter
Enter	Enter	OPM Select	Enter	Enter	Enter	Enter	Enter	Enter	OPM00000000 Enter



STATE OF CONNECTICUT Office of Policy and Management

Assurances and Certifications Form

By submitting this **Assurances and Certifications Form** and filling in my name below, I hereby agree that, to the best of my knowledge, each of the **Assurances and Certifications** presented below are accurate and correct.

OPM Grant ID: 17JAGLPT_VCP_094

	check or NO Assurances and Certification		
YES	NO	Federal System for Award Management (SAM): I certify that the Town of Newington maintains a current registration in the federal System for Award Management (SAM) database. (Recipients must review and update information at least annually to satisfy this requirement.) Additional information about registration procedures may be found at the SAM Internet site (http://www.sam.gov).	
YES	NO	Restrictions on Lobbying: I certify that the Town of Newington will not use these federal funds or any other federal funds to lobby local, state or federal agencies or individuals to change laws or try to change laws. No federally appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.	
YES	NO	Debarment: I certify that the Town of Newington has not been excluded, as notified in writing, from receiving federal funds by the federal Department of Justice.	
YES	NO	Affirmative Action: I certify that the Town of Newington has an Affirmative Action policy statement and/or maintains an approved equal employment opportunity plan (EEOP).	
YES	NO	Adequate Financial Accounting System: I certify that the Town of Newington maintains an adequate financial accounting system that can provide documentation to support all receipts and expenditures and obligations of Federal funds.	
YES	NO	Records Retention: I certify that the Town of Newington will retain all financial records, supporting documents, statistical records, and all other records pertinent to this grant award after receiving notification from the awarding agency that the award has been financially and programmatically closed until: September 30, 2026 .	

Signature of Authorized Signing Official

Print Here	Title Here
Printed Name: Authorized Signing Official	Title
Sign Here	Date Here
Signature: Authorized Signing Official	Date

STATEMENT OF WORK AND GRANT AWARD BUDGET

ALL HIGHLIGHTED NOTES WITHIN THIS TEMPLATE, INCLUDING THIS ONE, SHOULD BE DELETED BEFORE SAVING YOUR FINAL SOW DOCUMENT.

NAME OF GRANTEE: (FROM NOGA) Town of Newington

GRANT PROGRAM NAME: (FROM NOGA) Justice Assistance Grant Formula Grant (JAG)

CONCISE GRANT PROGRAM SUMMARY (PROGRAM PURPOSE/INTENT/MISSION): (To be drafted by OPM) Violent Crime Prevention

OPM GRANT NUMBER: (FROM NOGA) 17JAGLPT_VCP_094

PROJECT TITLE: (FROM NOGA) 2022 JAG Local VCP Grant Program

I. INTRODUCTION

characters): Purchase of automatic vehicle locator CONCISE PROJECT DESCRIPTION (Limited to

II. STATEMENT OF WORK

which may be outlined within this document). NOTE TO OPM GRANT MANAGERS: The 8 items listed in the "Tasks" column below are simply examples. You may approved budget, contract terms and conditions (including, but not limited to General Grant Conditions, Special Grant Conditions, and/or other requirements The grantee shall complete the work and/or shall purchase goods and/or services as delineated in the following table and in accordance with the below delete any and all that are not applicable.

Target Completion Date for Each Task (specific date or # months from contract	9/30/2022
Tasks: The individual tasks to be performed in order to accomplish the objective of the grant award.	Purchase of automatic vehicle locator
Category (Optional): Overarching type of work (for example: planning/design/construction/reports)	Equipment

OTHER REQUIREMENTS N/A

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III. OPM APPROVED GRANT AWARD BUDGET:

The State shall award the Grantee a total sum not to exceed \$25000 for the work performed and/or goods/services purchased, as documented and accepted by the State as outlined below. Total payments shall not exceed the total amount of the grant award stated above.

List approved grant award budget items below.

Description	Amount State		Amount Interest	Amount State	Amount Grantee	Amount Other	Amount If "Other", list source Other	TOTALS:
	Funding			Match	Match			
Equipment		25000						25000
TOTALS:								

PAYMENT TERMS

- No payments will be made for expenditures incurred prior to the grant start date or after the grant end date unless provided for in statute or program provisions.
- Payment requests shall be submitted on OPM's approved payment request forms.
- Payment requests shall be submitted not more than N/A times per N/A and the final payment request must be received by OPM not later than 90 days after the end of the grant period.
- Payment request forms shall be completed and signed by the appropriate authorized official who has the authority to sign binding contracts for the entity.
- Other: N/A



200 Garfield Street Newington, Connecticut 06111

Office of the Town Manager

James E. Krupienski CCTC Town Clerk

Memorandum

To: Newington Town Council

From: James E. Krupienski, Town Clerk (on behalf of Keith Chapman, Town Manager)

Date: March 4, 2022

Re: Consideration to Cancel the April 12, 2022 Regular Meeting

During the Leadership Agenda setting meeting, there was discussion to cancel the Regular meeting of April 12, 2022. This current discussion would only be general in nature and based upon any upcoming business of the Town Council of a pressing nature. Should the Town Council choose to cancel the meeting and a need arose, a Special meeting may be scheduled in the event of an emergency or other issue.

A draft Resolution has been included as reference only.

Attachment:

• Draft Resolution – Cancellation of the April 12, 2022 Regular Meeting

Phone: (860) 665-8545 Fax: (860) 665-8551 townclerk@newingtonct.gov www.newingtonct.gov

AGENDA ITEM:	
DATE: 3/22/2022	
RESOLUTION NO.	2022-

RESOLVED:

The Newington Town Council hereby approves the cancellation of the April 12, 2022 Town Council Regular Meeting.



MOTION BY:	
SECONDED BY: _	
VOTE.	